

**Service Employees International Union
Local 503**

City of Beaverton Employees

Collective Bargaining Agreement

July 1, 2003 – June 30, 2007

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into by the Service Employees International Union, Local 503, hereinafter referred to as "Union", and the City of Beaverton hereinafter referred to as the "City", for the purpose of collective bargaining. It is the purpose of this document to set forth the full agreement between the above mentioned parties on matters relating to employment relations.

ARTICLE 1 – RECOGNITION

1.1 The City recognizes the Union as the sole and exclusive bargaining agent for all regular employees, who are not supervisory or confidential as defined in ORS 243.650, who are members of the bargaining unit by virtue of their membership in the classes shown in Appendix A. For the purpose of this Agreement, a regular employee shall be an employee who works a regularly scheduled week of twenty (20) hours or more. All reference to employees in this Agreement shall be constituted to mean regular employees and not temporary, seasonal, or part-time (less than twenty hours per week). No position shall be filled on a temporary basis for more than 1040 hours without agreement of the Union.

1.2 This Agreement shall be applied equally to all employees represented by the Union without discrimination as to age, sex, marital status, race, color, creed, disability, religion or national origin. The Union shall share equally with the City the responsibility for applying the provisions of this paragraph.

1.3 The City shall notify the Union of its decision to change or add any new classifications. If the City and Union cannot agree whether a position is supervisory or confidential or if a new classification should be included in the bargaining unit the matter shall be submitted to the Employment Relations Board.

ARTICLE 2 – MANAGEMENT RIGHTS

The Union recognizes and agrees that responsibility for management of the City and direction of its work force is vested solely in the City and responsible Department Heads. The Union further recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management including but not limited to directing the activities of departments; determining standards and levels of service and methods of operation including subcontracting and the introduction of new equipment; the right to hire, lay off, transfer and promote, including the determination of procedures and standards thereof; to discipline and to discharge probationary employees for any cause and without limitation and non-probationary employees for just cause; to determine work schedules and assign work and to exercise any other right not specifically abridged by this Agreement. Nothing in this clause shall have the effect of nullifying agreements entered into under other sections of the Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement are not subject to the grievance procedure specified in Article 27. It is further agreed that the City retains all rights, powers and privileges not expressly specified in this section, and not in conflict with ORS 243.650 to 243.782.

ARTICLE 3 – EMPLOYEE RIGHTS AND CONDUCT OF UNION BUSINESS

3.1 It is agreed that employees represented by the Union shall have the right to form, join and participate in the activities of any employee organization of their own choosing for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of any employee organization. Except as provided in Article 6, Peaceful Performance of City Services, of this Agreement, no employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union because of the employee's exercise of these rights.

3.2 Reasonable time off without loss of pay and access to employee work locations shall be granted to an officer of the Union or its officially designated representative, for the purpose of processing grievances through the arbitration steps. Processing grievances is limited to meetings with the grievant, meetings with the City or attendance at arbitration proceedings. Such officer or representative shall not enter any work location without informing the Department Head. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements. Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and/or distributing literature, shall not be conducted during regular City working hours.

3.3 Use of the City E-Mail System

(a) The parties recognize that the City E-Mail system, and all portions thereof, is at all times the sole property of the City. This resource is provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. In general, all such communications are subject to disclosure. The City will not assert any exceptions or exemptions from disclosure as to public records that happen to contain messages relating to Union activity by City employees.

(b) Use of the City E-Mail system to conduct Union business is strictly prohibited except for the limited exception of notifying the membership of meetings and scheduling meetings among the Union officers and stewards. Union officers and stewards may use the E-Mail system to notify members of the date, time and place for a general meeting. An agenda for the meeting may be included in the E-Mail notice so long as it includes only topics for discussion without narrative descriptions. Union officers and stewards may also use the City E-Mail system to schedule meetings. Such E-Mail communications may only be prepared and sent during non-work time, which is limited to before and after work, and during lunch breaks. Such E-Mail communications shall be specifically identified in the Subject Line as Union Business in addition to any other topic.

(c) The City's Human Resources Director, or designee, shall be copied on all messages sent on or directed to an address on the City E-Mail system relating to the Union business for which E-Mail use is allowed by this article. The Union agrees that this shall not constitute surveillance of Union activity by City.

(d) Employees may only read Union business E-Mails before or after work or during lunch breaks. Employees may not use City provided equipment to make copies of Union business E-Mails.

(e) Because the parties recognize that misuse of the City E-Mail system is considered a serious violation of policy, the parties agree that any violation of this limited exception for use of the City E-Mail system shall be subject to appropriate serious disciplinary action, up to and including termination of employment.

3.4 The negotiating team of the Union, to be comprised of not more than four (4) employees, shall be permitted to attend negotiation meetings with the City representatives without loss of pay relative to securing agreement renewal. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties. Upon request, the City shall allow up to one hour for the purpose of preparing for such meetings.

3.5 The Union shall notify the City of designated officers and stewards.

ARTICLE 4 – UNION SECURITY

4.1 All employees covered by the terms and conditions of this Agreement shall become members of the Union or make payments in lieu of dues (fair share payments) to the Union. The City shall notify all newly hired employees of this requirement at the time of employment.

4.2 Bargaining unit members who exercise their right of non-association only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member shall pay an amount of money equivalent to regular monthly Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. Such payment shall be remitted to that charity by the employee and this fact certified by the employee to the City within fifteen (15) calendar days of the time dues or fair share payments would have been taken out of the employee's paycheck. The City shall, within fifteen (15) calendar days of its receipt, send a copy of such certification to the Union. If an employee fails to provide certification to the City by the 15th day, the City shall resume dues or fair share deductions until such notice is provided.

4.3 Fair share payments shall be deducted from the wages of non-member employees in accordance with ORS 243.672(1)(c). The aggregate deductions of all fair share payers shall be remitted together with an itemized statement to the Union no later than the 10th of the month following the month for which the deductions were made.

4.4 Applications for Union membership shall first come to the Union. The Union will submit membership applications to the City. For all membership applications submitted by the Union to the City on or before the 10th of the month, dues deductions shall be made for the month in which the application is submitted.

4.5 Dues will continue to be deducted until the employee rescinds the request in writing. Copies of all such requests for membership cancellation shall be transmitted to the Union. If an employee cancels his/her membership, the City shall immediately begin deducting fair share payments, providing the contract contains a fair share provision.

4.6 The aggregate deductions of all employees together with an itemized statement shall be remitted to the Union no later than the 15th day of the month following the month for which the deductions were made. The itemized listing of Union members shall reflect employee terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, salary changes, name changes, or any other personnel action which would affect the amount of dues withheld.

4.7 The City agrees to automatically adjust the dues amount (or fair share payment) for employees whose salaries increase or decrease during the term of this Agreement.

4.8 The Union shall indemnify and hold the City harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the City for the purpose of complying with the provisions of this Article.

4.9 Only the Union may file grievances over this Article.

ARTICLE 5 – EXISTING CONDITIONS

All existing employee rights and benefits established by past practice which are mandatory subjects of bargaining shall remain unchanged during the life of this Agreement. For the purposes of this section, past practices are those that are long continued, well understood and mutually concurred by the parties.

ARTICLE 6 – PEACEFUL PERFORMANCE OF CITY SERVICES

6.1 The Union and its members and all employees covered by this Agreement, individually and collectively, agree that during the term of this Agreement, they shall not strike, slowdown, or recognize any picket line while in the performance of official duties. For purposes of this section, "strike" means an employee's refusal in concerted action with others to report for duty, or willful absence from the position, or stoppage of work, or the absence in whole or in part from the full, faithful or proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

6.2 In the event of a violation of this Article by the Union or employees in the bargaining unit, the City may discipline for such cause, including discharge of any employee involved in such activity either on a uniform or selective basis. Nothing herein shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.

6.3 There will be no lock out of employees in the unit by the City as a consequence of any dispute relating to the provisions of this Agreement.

ARTICLE 7 – SENIORITY

7.1 For the purposes of this Agreement, seniority shall be defined as an employee's length of continuous service as a regular employee with the City from the last date of hire less any adjustments due to leaves of absence without pay for more than sixty (60) days. Ties in seniority shall be broken by date of application. If a tie still exists, it shall be broken by lot.

ARTICLE 8 – PROBATIONARY PERIODS

8.1 Every newly hired employee shall serve a probationary period of six (6) months to enable departmental supervisors to observe and evaluate the work of the employee and to encourage adjustment to the job and to the service of the City. Such probationary employees shall serve at the pleasure of the City, and dismissal of a newly hired probationary employee will not be subject to review under the exclusive procedures of Article 27, Grievance Procedure, of this Agreement. Employees who have successfully completed the probationary period will attain regular status and will be considered regular employees.

8.2 (a) Employees promoted or transferred to a different classification will serve a ninety (90) day probationary period in the new position. During the first thirty (30) days the employee may elect to return to the previous position and rate of pay without penalty. If the City determines that the employee is unable to perform the duties of the new position, the employee shall be returned to the previous position and rate of pay, without penalty and without recourse to the grievance procedure as to the basis for the decision. An employee whom the City proposes to return to the previous position shall receive a minimum of thirty (30) days notice of the problem(s) in order to allow time to make the necessary improvements.

(b) After an employee has completed the probationary period in the new position, the employee will be considered regularly assigned to the new position. Any employee promoted to a new or different position will receive such promotion subject to the conditions and effect of this provision.

(c) Employees who replace the promoted employee and are displaced by the employee's return to the former position shall have the right to return to their former position and rate of pay without penalty.

ARTICLE 9 – ON THE JOB TRAINING/WORK OUT OF CLASSIFICATION

9.1 On the Job Training. In an effort to encourage and provide on-the-job training to its employees and to further advancement opportunities, the City agrees to the following principles and practices:

(a) Whenever an employee is temporarily absent from work and the position needs to be filled during that absence, the City will attempt to utilize other qualified employees in the department involved to fill in for the absent employee to the extent deemed by the City to be practical and efficient at the time.

(b) In non-absence situations, the City will provide reasonable on-the-job training opportunities both within and between departments as determined by the City to be consistent with efficiency and practicality.

(c) An employee performing duties out of classification for training or developmental purposes shall be informed in writing, and it shall be mutually agreed to by the supervisor and the employee. The notice shall state the purpose and length of the assignment. During the training, there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's personnel file.

9.2 Working Out Of Classification.

(a) Employees shall be eligible for working out of classification pay when assigned in writing to perform one or more of the key duties of a position at a higher-level classification after qualifying. Key duties of a higher-level classification must include one or more of the key duties that distinguish the higher-level classification from the lower level classification.

(b) When assigned work out of classification, employees shall be paid at the same step of the higher range to a maximum of ten percent (10%) for all hours worked after the qualifying period. The City will assign working out of class in writing for periods of four (4) hours or longer. PTO leave and holidays shall be paid at the higher rate for work out of class assignments of fifteen (15) consecutive workdays or longer.

(c) An employee may become qualified to receive working out of class pay by being assigned by the supervisor in writing to work a period of 120 consecutive or non-consecutive hours in the higher level classification.

(d) Once an employee has qualified to receive working out of class pay for a specific higher level classification, the employee will not be required to work another qualifying period in order to receive working out of class pay for that higher level classification.

9.3 Underfilling Positions. An employee who is underfilling a position shall be informed in writing that the employee is an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee shall be reclassified.

9.4 Developmental Training.

(a) The goal of the City and SEIU is to provide an opportunity for developmental training for employees. The intent is to assist an employee in a plan to help meet minimum qualifications of a selected position in an effort to prepare an employee for future employment opportunities with the City, such as promotional and transfers, or in the case of layoffs "bumping."

(b) Each department will form a labor/management committee with equal representation. Within six months of the signing of this contract, the committee for each department will identify a list of positions which may be suitable for cross training. The lists will be forwarded to Human Resources where they will be maintained. If an employee indicates an interest in any of the identified positions, the committee from the affected department will do the following:

1. Identify minimum cross training qualifications for each position identified. The committee may determine there are certain positions, which may not be suitable for cross training.

2. Identify how much time is needed to meet cross training qualifications for each position and for how long the training is effective.

3. Develop a form for documentation of the training.

4. Evaluate and provide preliminary approval of an employee's cross training plan.

(c) The Human Resources Director, or designee, will review final developmental plans. Participation in the developmental plan is voluntary and shall not significantly interfere with employees' regular work. Work performed for obtaining these skills shall not result in payment for work out of class, overtime or compensatory time. Final approval of individual development programs rests with the affected Department Head(s). Preference will be given to full time employees.

(d) Application Procedure.

1. An employee shall apply in writing for authorization to cross train for a position. The employee's application must show the following criteria can still be met before the application can be approved:

- a. That the employee's requested development plan will not significantly interfere with his/her ability and availability to perform the employee's current job, or that of other employees;

- b. That the operational needs of the City are met;

- c. That the needs of the public are adequately served;

d. That the same number of hours per week or per work schedule are maintained.

2. The employee seeking cross training is responsible for obtaining and identifying employees who will participate in cross training.

3. The Department Head will review the proposed development plan which has received preliminary approval of the labor/management committee. If the proposed plan is not approved, the Department Head will provide the employee with a written response indicating why it was not approved.

(e) An employee will be considered minimally qualified for any position for which the employee has completed the cross training. Having met the minimum qualifications does not guarantee a promotion. The City reserves the right to select the most qualified applicant.

ARTICLE 10 – EDUCATIONAL OPPORTUNITIES

10.1 The City will reimburse an employee for up to one hundred percent (100%) of the cost of instructional fees, lab fees and required books for courses at accredited institutions conducted outside the employee's regular working hours. Fees other than those listed will not be reimbursable.

For one hundred and two hundred (100 and 200) level courses, the maximum reimbursement shall be equivalent to the credit hour rate for comparable coursework at Portland Community College. For three hundred and four hundred (300 and 400) level courses, the maximum reimbursement shall be equivalent to the credit hour rate for comparable coursework at Portland State University. Effective January 1, 2004, graduate level courses shall be reimbursed at the same rate as three hundred and four hundred (300 and 400) level courses. Prior to that date, graduate level coursework taken in accordance with the provisions of this article shall be reimbursed at the equivalent credit hour rate for comparable coursework at Portland State University.

Requests for planned tuition reimbursements must be submitted by January of the prior fiscal year to be guaranteed reimbursement. Requests not submitted by January will be reimbursed only if there are funds available. This reimbursement will be made to the employee provided that the employee has completed one year of service with the City, the course is directly related to the employee's career path with the City which has been recognized in the employee's performance appraisal, the employee has made application for tuition reimbursement prior to the registration deadline for the course and the employee submits evidence showing satisfactory completion of the course. The reimbursement shall not be made if the employee is receiving tuition reimbursement from any other source.

Employees who resign within six (6) months of submitting all of the required paperwork for educational reimbursement will be required to repay the City for the amount paid in reimbursement. As a condition of receiving educational reimbursement, the employee must authorize the payroll deduction to effect the repayment. Circumstances such as change of

location due to a spouse's employment, a death in the family or similar compassionate reason will relieve the obligation for the individual to repay.

Part-time employees shall receive a reimbursement equal to the proportion of the part-time work to full-time work. An employee's career path may be one outside his/her present department, classification or job area.

10.2 Educational courses which are only offered during regular working hours may be approved by the Department Head provided time off can be conveniently arranged and arrangements can be made to make up time off the same week. The City shall incur no overtime obligation as a result of the make up time.

10.3 Should the City require an employee to attend any class, the City will pay for one hundred percent (100%) of the cost of tuition, fees and books for the class. It will be required to have any books or other class materials paid for by the City placed in the City or departmental training library after the employee has completed the course.

ARTICLE 11- HOURS OF WORK

11.1 The City shall establish work schedules according to its operational requirements. The City has sole responsibility for determining if its operational needs are met. A regular work schedule is a work schedule with the same daily starting and stopping times and the same number of hours per day up to an eight (8) hour, five (5) day schedule. For the purposes of this section, the following definitions of variable work schedules shall apply:

(a) A 4-10 work schedule is a work schedule with the same starting and stopping times for employees on four (4), ten (10) hour days.

(b) A 9-hour work schedule is a work schedule of nine (9) hours for four (4) consecutive days followed by an eight (8) hour day. The designated eight (8) hour day is a day off every other week. The work week for this schedule shall begin in the middle of the eight (8) hour shift for overtime reporting purposes.

(c) A flextime work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but does not exceed forty (40) hours in a week and is agreed upon in advance by the employee and the supervisor or Department Head.

(d) A flexible work schedule is one in which an employee works a schedule that does not vary from day to day but with different starting, stopping or meal times than other employees.

(e) Job Sharing. "Job sharing position" means a full time position which is held by more than one (1) individual on a shared time basis whereby each of the individuals holding the position works less than full time. Job sharing is a voluntary program. In a job shared position

only, wages and benefits shall be pro-rated such that the cost to the City does not exceed that of a single, full-time employee. In a job share arrangement which results in less than a twenty (20) hours per week schedule, employees are not eligible for medical, dental, life, long term disability, or accidental death and dismemberment insurance. Employees shall not forfeit representation rights granted by this Agreement if a job share arrangement results in a work schedule of less than twenty (20) hours per week.

11.2 Application Procedure.

(a) An employee may apply in writing for authorization to work a variable schedule. The employee's application must show the following criteria can still be met before his/her application can be approved:

1. That his/her requested schedule will not interfere with his/her ability and availability to perform the job, or that of other employees;
2. That the operational needs of the City are met;
3. That the needs of the public are adequately served;
4. That the same number of hours per week are maintained.

(b) If these criteria are met, the City shall grant the requested schedule or a mutually agreeable alternative. Requests for variable work schedules shall be considered in order of application. If more than one employee makes application for a variable work schedule on the same day and both requests cannot be accommodated, preference shall be given to the employee with the most seniority.

(c) Nothing in Article 11 requires the City to establish an alternative work schedule if the schedule will not meet operational needs as determined by the City or provide adequate service to the public as determined by the City.

(d) If an alternative work schedule is requested and not approved, the supervisor or Department Head will provide the employee with the justification, including any documentation, for its being denied. Such justification will be provided in writing at the written request of the employee.

11.3 No provision in this Agreement shall be construed as establishing or inferring a guarantee of any hours of work or compensation per day or week.

11.4 When the City determines that an existing flexible work schedule no longer meets the criteria defined in Section 2(a) above, the City shall provide justification to support a change in work hours and provide the employee fourteen (14) days notice and the parties shall endeavor to develop a mutually agreeable alternative schedule.

11.5 No section of this agreement shall be construed as requiring pay for time not worked unless specifically granted by this agreement.

11.6 If an employee is hired into a job with a regular schedule, the City agrees not to arbitrarily change the employee's schedule.

ARTICLE 12 – OVERTIME

The City and the Union agree to waive the application of ORS 279.340 and shall utilize the following provisions in determining compensation for overtime:

12.1 All employees not considered exempt by the Fair Labor Standards Act (FLSA) shall be compensated at the rate of time and one-half for all authorized work performed in excess of forty (40) hours in any workweek. Employee schedule changes for the purpose of reducing overtime will not be made without two weeks notice. For the purpose of overtime, time worked shall be interpreted in accordance with The Fair Labor Standards Act except that holidays and compensatory time used for an absence shall be considered time worked. PTO leave used will be considered time worked unless it is used for an absence due to personal or family illness or injury.

12.2 Employees will be compensated at the rate of double time and one-half for all hours worked after sixteen (16).

12.3 All overtime pay shall be computed to the nearest quarter hour.

12.4 Except in instances considered by a Department Head or supervisor to be an emergency or when the overtime work involved is on an extended shift basis, scheduled overtime will be distributed as equitably as practical among employees within the job classifications in the department involved, so long as the employees are, in the judgment of the Department Head and/or supervisor, qualified to perform the work.

12.5 Any employee who has completed the workday and upon completion of said day is called back to work earlier than two (2) hours before the start of the next normal shift will receive a minimum of two (2) hours' pay at time and one-half the regular rate of pay. In the event such call-in occurs less than two (2) hours prior to the start of the employee's next normally scheduled shift, the employee shall receive overtime pay until the start of the regular shift, at which time the employee will begin receiving compensation at the regular straight time rate.

12.6 Compensation for overtime shall be made in the first payroll check following the pay period during which it is worked and a record of overtime accrued shall be maintained and be available to employees for inspection upon request. Overtime compensation may be in the form of cash or equivalent compensatory time off at the employee's option for the first sixty (60) hours earned each fiscal year, unless the accrued compensatory time off would exceed the maximum eighty (80) hours allowed for compensatory time accrual. For any overtime hours earned over the first sixty (60) hours in a fiscal year, overtime compensation may be in the form of cash or equivalent compensatory time off at the City's option. Compensatory time off may be

taken by mutual consent or as scheduled by the supervisor consistent with the needs of the department. Accrual of compensatory time shall not exceed eighty (80) hours at any time. Compensatory time accrued for standby time is included in these accrual limitations. Additional overtime hours in excess of the eighty (80) hour limit shall be paid in the first payroll check following the pay period during which it is earned.

Employees will receive payment for accumulated compensatory time that does not exceed the eighty (80) hour maximum in the payroll period following a written request to their supervisor for such payments subject to budgetary limitations.

12.7 Standby Time.

(a) Standby time is defined as any time an employee is required to carry a pager unit for the purposes of being called to duty while off duty. Generally, one employee from each crew will be required to carry a pager unit for a period not to exceed one calendar week at a time.

(b) Compensation will accrue by shift (day, swing, graveyard). A shift is defined as a period of seven (7) to ten (10) hours depending upon work schedules. Being on standby for one shift is compensated at .625 hours; for two shifts, 1.25 hours; and for three shifts, 1.875 hours. Assignment for three shifts on Saturday and three shifts on Sunday will be compensated at 3.75 hours.

(c) If a holiday occurs on Monday through Friday and standby duty is not assigned on a week basis, the compensation shall be 3.75 hours for the three shifts of the holiday. If standby duty is assigned on a week basis, the maximum accrual for the week shall be ten (10) hours compensatory time.

(d) Employees may trade standby duty assignments with the approval of the supervisor, but the maximum compensation shall remain ten (10) hours per week to be shared by the employees who trade or share the assignment.

(e) Volunteers will be used for standby duty to the extent possible. The City reserves the sole right to determine eligibility for assignment to standby duty.

(f) The compensatory time allocated for standby time is intended to cover all time spent on the phone responding to requests for service and directing employees to provide service. No overtime shall be paid unless the employee is required to return to work.

12.8 Management may elect to use alternate methods of accomplishing standby duty such as contracting out, alternate work schedules, or using non-union employees. Management will meet with the Union prior to taking action in this regard.

12.9 All employees shall be entitled to payment for unused accrued overtime and compensatory time upon separation from City service.

12.10 The workweek is defined as the fixed and regularly recurring period of 168 hours during seven (7) consecutive twenty-four (24) hour periods. The workday is the twenty-four (24) hour period commencing at the start of the employee's assigned shift and shall remain fixed at that period for the whole of the workweek, except for flexible work schedules.

12.11 Employees called back to work before or after their work shift, or on their day off, shall receive portal-to-portal pay up to a maximum of forty (40) minutes.

ARTICLE 13 – HOLIDAYS

13.1 The City of Beaverton shall observe the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas

13.2 If a holiday falls on a Saturday, it will be observed on the previous Friday; if it falls on a Sunday, it will be observed on the following Monday. The Library will observe the holiday on the actual day if it falls on Saturday or Sunday. Library employees scheduled to work weekends will observe the holiday on the actual day. Library employees scheduled to work weekdays refer to Article 13.3.

13.3 Full time employees in all departments shall receive eight (8) hours of pay for each observed City holiday regardless of their particular work schedule. Such pay may be in the form of cash, compensatory time or an alternate day off within the same pay period. Employees working a 4-10 schedule may use accrued PTO leave or compensatory time to maintain their regular pay for the day.

13.4 A full time employee shall receive eight (8) hours pay for each of the holidays listed above on which the employee performs no work. If an employee is required to work on any of the holidays listed above, the employee shall, in addition to any holiday pay for which the employee may be eligible, be compensated at the following rates for all hours worked prior to being released from work:

- (a) Up to sixteen (16) hours (minimum guarantee of two hours work) – Double time;
- (b) After sixteen (16) hours – Triple time.

When holiday work also constitutes overtime, the holiday rate shall be paid and shall not be added to or compounded upon the overtime rate.

13.5 Holiday benefits for part-time employees shall be pro-rated based upon the budgeted FTE of the position; i.e., a half time employee will receive four (4) hours. At their option, part-time employees may use accrued PTO leave, compensatory time or modify their work schedule if there is work available to assure that the employee is paid his/her normal salary

during a pay period when a holiday occurs. When a part-time employee is required to work on a holiday, the part-time employee shall receive the normal salary plus double time for the hours worked with a minimum guarantee of two (2) hours' work.

ARTICLE 14 – PAID TIME OFF (PTO) LEAVE

14.1 Paid time off (PTO) leave is provided by the City in order to maintain the employee's salary while unable to work due to illness or injury (for up to the first twenty-four consecutive work hours) and so that the employee is able to take approved vacation from work and be paid, subject to the employee's available balance. All regular employees and all probationary employees (after thirty days of employment) are allowed to use accrued PTO leave. Employees shall accrue PTO leave based upon paid regular hours. PTO leave shall accrue at the following rates for full time employees based upon years of service, as determined by the adjusted date of hire.

<u>Length of Service</u>	<u>Hours Accrued Per 80 Hour Pay Period</u>
0 through 6 months	2.46
7 months through 5 years	5.84
6 through 10 years	7.39
11 through 15 years	8.00
16 through 20 years	8.93
Over 20 years	9.81

14.2 Full-time employees will be credited with forty-four (44) hours of PTO leave when they have completed their initial probationary period.

14.3 PTO leave benefits for regular part-time employees (twenty hours per week or more) shall be accrued on a pro-rata basis based upon paid hours.

14.4 Use of Leave for Scheduled Absences

(a) Subject to staffing requirements of the City, use of PTO leave shall be scheduled in advance at the request of the employee.

(b) Preference in scheduling PTO leave shall be by seniority. Such exercise of seniority shall be limited to one selection per each calendar year. Employees will use accumulated PTO leave or accrued compensatory time for scheduled absences.

14.5 Use of Leave for Unscheduled Absences

(a) The employee will use PTO leave for the first twenty-four (24) consecutive work hours of any absence due to illness or injury.

(b) If an employee is off work due to illness or injury for more than twenty-four (24) consecutive work hours, the employee may charge accrued Medical Leave for all but the first twenty-four (24) consecutive work hours for the same illness.

(c) Employees may use PTO leave when there is an illness in their family when the presence of the employee is required to care for the ill relative. For the purposes of this section, members of an employee's family shall mean relatives and dependents domiciled in the employee's household. Children not living in the employee's home will also be included.

(d) Accumulated PTO leave shall be payable at the employee's regular straight time rate in an amount equal to the time the employee would have worked in either a regular or variable schedule, whichever is applicable. Employees may utilize their allowance for PTO leave whenever they are unable to perform their work duties by reason of their illness, injury or doctor and dental appointments.

(e) In the event an employee is to be absent from work because of sickness or injury, the employee shall notify the Department Head or supervisor as soon as possible of the expected absence and the nature and expected length thereof. Notice should be given no later than the first half-hour of the regular work shift.

(f) A physician's statement of the nature and identity of the illness, the need for the employee's absence, and the estimated duration of the absence, may be required at the option of the City for absences due to sickness or injury. The physician's statement, if required, shall be paid for by the City in the event the employee's health insurance does not cover the cost.

(g) Employees are encouraged to make routine medical appointments outside of regular work hours or to make up the time so that PTO leave accrual bank is not affected. If possible, employees will be permitted to make up some or all of the time required for routine medical appointments. The absence must be made up within the pay period. Requests to make up time shall not be unreasonably denied.

14.6. Use with Workers' Compensation Benefits

(a) In the case of on-the-job injuries covered by Workers' Compensation, an employee may utilize accrued PTO leave on a pro-rata basis to make up the difference between the amount received from Workers' Compensation time loss benefits and regular net salary for a period not to exceed ninety (90) days.

(b) If the employee's accrued PTO leave balance is exhausted, the employee may utilize accrued Medical Leave until it is exhausted or the ninety (90) day period ends. If the employee exhausts all leave balances, the City will supplement the employee's Workers' Compensation time loss benefits up to regular net salary for the remainder of the ninety (90) day period.

(c) Whenever an employee receives a check for Workers' Compensation time loss benefits, he/she may be required to report to the Payroll Section of the City in writing the amount of the check and the period for which it represents payment. Employees may use accrued PTO leave, compensatory time or leave without pay for medical appointments related to on-the-job

injuries after the employee has been released or for absences of three (3) days or less due to occupational injuries or illness not covered by Workers' Compensation.

14.7 Payment for Accrued PTO Leave

(a) An employee may elect to be paid for accumulated PTO leave according to the following criteria and conditions:

- (1) The employee must have 120 hours of accrued PTO leave.
- (2) The employee must be scheduled to take an amount of PTO leave equal to that cashed out within thirty (30) days of the receipt of the payment.
- (3) The maximum that can be converted to cash is one third of the accumulated balance but in no event more than eighty (80) hours in any fiscal year.
- (4) The following examples are offered for illustration:

	<u>Ex A</u>	<u>Ex B</u>	<u>Ex C</u>
Accrued Hours (min. 120)	96	168	240
Allowable Cash In (1/3)	none	56	80
Must Take = Amt of PTO	N/A	56	80

14.8 Maximum PTO Leave Accrual. Employees shall be allowed to accumulate accrued PTO leave up to a maximum of one and three-fourths (1.75) times the annual accrual rate; e.g. an employee earning 192 hours per year may accumulate up to 336 hours of PTO leave. Employees shall be expected to schedule vacations as necessary to maintain a balance within the above limitations. When the staffing requirements of the City do not permit the scheduling of a vacation in order to reduce the balance, accruals beyond the maximum will be granted for a maximum of ninety (90) days following the date on which the maximum accumulation was reached.

14.9 Donation of PTO Leave. The City will allow employees to transfer accumulated PTO leave to a co-worker with a serious injury or illness who has exhausted all accumulated leave. The receiving employee must have one (1) year of service with the City and have no documented history of abuse of leave for unscheduled absences. Leave donated shall be posted to the donee's Medical Leave account and may not exceed the amount required to carry the employee through the elimination period for disability insurance. Hours of leave donated from co-workers will be converted into an hourly rate and then applied to the donee's account and his/her hourly rate.

14.10 Payment at Separation. All regular employees shall be entitled to payment for unused PTO leave upon separation from City service. In the event of a death, the employee's heirs will be entitled to payment for unused PTO leave.

ARTICLE 15 – INSURANCE

15.1 Life and AD&D Insurance. The City shall provide each employee with a paid \$11,000 group term life insurance policy plus \$11,000 of accidental death and dismemberment coverage and will pay one hundred percent (100%) of the premium.

15.2 Disability Insurance. The City shall provide each employee with a paid disability insurance policy. The policy shall provide a maximum of 66 2/3% of the first \$4,500 of the employee's monthly base salary after ninety (90) days of disability and will pay one hundred percent (100%) of the premium.

15.3 Health and Dental Insurance. Effective July 1, 2003, the Preferred Provider Organization (PPO) plan will be eliminated. The City shall provide each employee and his/her dependent(s) with a “Preferred 200”, two hundred dollar (\$200) deductible plan, and a paid group dental insurance plan. The City will pay one hundred percent (100%) of the premiums for fiscal years 2003-2004, 2004-2005, 2005-2006 and 2006-07. The dental plan will provide a fifteen hundred dollar (\$1,500) annual maximum.

The City shall retain the Kaiser Permanente Plan equivalent to the plan in effect on July 1, 2003. The City shall pay one hundred percent (100%) of the premium for this coverage through the term of this agreement.

The City shall retain a “Point of Service” (POS) plan equivalent to the plan in effect on July 1, 2003. The City shall pay one hundred percent (100%) of the premium for employee only coverage. Employees choosing employee plus one or employee plus family coverage shall contribute to the premium as follows:

	Employee + one	Employee + family
FY 03-04	\$27.90	\$42.07
FY 04-05	\$32.78	\$49.43
FY 05-06	\$38.52	\$58.08
FY 06-07	\$45.26	\$68.25

Employees required to contribute to the cost of premiums must pay this amount through payroll deduction through the Flexible Spending Account (FSA) plan established by the City.

Effective July 1, 2003, the City shall pro-rate its premium contribution based on budgeted FTE for an employee hired or transferred into a part-time position who is covered under any one of the City's health insurance plans.

Upon expiration of the agreement, any premium increases to the dental and Preferred 200 plan shall be shared equally between the parties. Employees enrolled in the POS or Kaiser plan shall pay any amount over the City's premium contribution rate for dental and Preferred 200.

The parties agree that the Wellness Committee established by separate Letter of Agreement will be charged with ensuring that cost containment and wellness measures are implemented, both to keep medical costs low, and to develop an “educated consumer” approach to health insurance.

15.4 Personal Liability Insurance. The City shall insure against the personal liability of employees for damages, excluding punitive damages, resulting from negligent acts or omissions when acting within the scope of their official employ or duties and will pay one hundred percent (100%) of the premium.

15.5 The City reserves the right to provide the insurances outlined above through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City. The City shall notify the Union of any changes to insurance coverage or carriers at least sixty (60) days prior to any proposed change. The Union will agree to such changes if the benefit levels remain the same and employees incur no additional out of pocket expense solely as a result of this change. If agreement cannot be reached, the City and Union agree to submit this issue to binding arbitration as a dispute resolution process.

15.6 The City and Union agree that all insurance benefits are subject to the terms and conditions of contracts and/or agreement between the City and the insurer(s).

15.7 The City reserves the right to add an optional fourth health plan at any time during the term of this agreement.

ARTICLE 16 – RETIREMENT

16.1 During the term of this Agreement, the City and the Union will continue to participate in the Oregon Public Employees Retirement System, or its equivalent.

16.2 The City agrees to assume and pay on behalf of the employee the employee's contribution to the Oregon Public Employees Retirement System (PERS) in the amount of six percent (6%) of the employee's base salary in accordance with ORS 238 as currently existing or as may be amended and/or judicially interpreted.

If the Oregon Legislature amends ORS 238 in such a way that employee contributions to PERS, whether paid by the employee or the employer, are no longer permitted or required, then the City agrees to pay the six percent (6%) employee contribution into a transition account as provided by State law. If the State does not provide for such an account, the City agrees to make the contribution to employee's deferred compensation account.

The net cost to the City for any change to the employee retirement contribution may not exceed the net cost the City would have incurred had the employee's contribution to the PERS system not been changed by the legislature.

If the Oregon Legislature's amendments to ORS 238, as pertaining to an employer's contributions to PERS on behalf of a PERS covered employee, are determined by competent judicial authority

to be unlawful and that employer contributions to PERS which are agreed to be paid on an employee's behalf should not have been diverted, then, subject to judicial direction on this topic, the City will resume payment of employee's contribution into PERS and discontinue contributions to the transition account, the employee's deferred compensation or other allowed account.

Further, if requested by the employee and subject to terms and conditions established by the Public Employees Retirement System Board, the City will allow the employee to transfer the funds contributed by the City to the transition account, the employee's deferred compensation or other account pursuant to this section, into the employee's PERS account. Provided however, in no event shall the City be liable for payment of more than six percent (6%) of a PERS covered employee's base salary made pursuant to ORS 238.205 as currently written.

16.3 The City's election shall include the prior service credit option.

16.4 Upon retirement, employees shall have one-half the value of their accrued Medical Leave applied to their PERS retirement pursuant to ORS 237.153.

ARTICLE 17 – MEDICAL LEAVE

17.1 Employees shall accrue Medical Leave based upon paid hours at the rate of .0231 hours per regular hour (equivalent to 1.848 hours per pay period or 6 days per year for a full time employee). Medical Leave for regular part-time employees (20 hours per week or more) shall be accrued on a pro-rata basis based upon paid regular hours. All regular employees and all probationary employees (after 30 days of employment) are allowed to use Medical Leave. The City provides Medical Leave in order to maintain the employee's salary when unable to work due to serious illness or injury (after the absence has exceeded 24 consecutive work hours), subject to the employee's available balance. Medical Leave accumulation shall be unlimited.

17.2 Employees may use Medical Leave when the employee is off work due to serious illness or injury for more than twenty-four (24) consecutive work hours for the same illness or injury. Medical Leave may be used for all consecutive work hours after twenty-four (24), subject to the employee's available balance.

17.3 Employees may use Medical Leave where there is a serious illness or injury in their family when the presence of the employee is required to care for the ill relative for more than twenty-four (24) consecutive work hours. Medical Leave may be used for all consecutive work hours after twenty-four (24), subject to the employee's available balance. For purposes of this section, members of an employee's family shall mean relatives and dependents, domiciled in the employee's household. Children not living in the employee's home will also be included.

17.4 A physician's statement of the nature and identity of the illness or injury, the need for the employee's absence, and the estimated duration of the absence, may be required at the option of the City for absences due to illness or injury. The physician's statement, if required, shall be paid for by the City in the event the employee's health insurance does not cover the cost.

17.5 When an employee returns to work after an accident or serious major illness that has resulted in the use of Medical Leave, Medical Leave may be used for pre-authorized absences in instances when the physician's appointment or treatment for this accident or illness is not available outside of the normal work hours and the employee's work schedule can not be modified to allow the employee to make up time.

17.6 Employees who have a Medical Leave balance of 514 hours or more may choose to accrue one-half (1/2) hour of PTO leave per pay period instead of Medical Leave.

ARTICLE 18 – BEREAVEMENT

Up to five (5) days of compensated leave may be used by the employee in order to discharge the reasonable and customary responsibilities arising from a death in the immediate family. The fourth and fifth day shall be charged to the employee's accrued PTO leave balance. For the purposes of this Article, an employee's family shall mean: spouse, parent, step-parent, children, step-children, brother, sister, mother-in-law, father-in-law, grandchildren, grandparents and other family members residing with the employee. Employees may request bereavement leave in the case of the death of a long-term domestic partner residing with the employee. Granting of such leave shall be at the sole discretion of the City and shall not be construed to set a precedent.

ARTICLE 19 – WITNESS OR JURY DUTY

An employee shall be granted leave with pay for service on a jury or upon being subpoenaed as a witness provided, however, that the employee is required to seek all fees due the employee for jury or witness duty, except mileage reimbursement, and turn said fees over to the City. The employee is not eligible for this compensation if the employee is a party to the dispute (not including disputes for which the City is obligated to defend the employee) or the dispute is between the City and the employee or the City and the Union with the exception of grievance arbitrations and unfair labor practice hearings. Upon being excused from jury or witness duty for any day an employee shall immediately contact the Department Head or supervisor for assignment for the remainder of that workday.

ARTICLE 20 – LEAVES OF ABSENCE

20.1 Extended leaves of absence up to one year from the last date the employee actually worked may be granted by the City for medical, educational or compelling personal reasons. Requests for such leaves must be in writing. Prior to going on unpaid leave the City may require an employee to utilize all appropriate accrued paid leave. Employees receiving workers' compensation time loss will utilize leave on a pro-rata basis. (This does not supercede Article 14.6.)

20.2 For leaves of absence over six (6) months in the event the employee's position cannot be held available for all or part of the period of the leave, an employee returning from leave will be given the first available position in his/her former classification for which he/she is qualified, except where workers compensation law requires otherwise. Employees shall be notified of their job status prior to approval of the leave.

20.3 Benefits While on Leave

(a) Employees on approved Family or Medical Leave shall have their benefits continued as required by Federal and State Family Medical Leave Statutes. The twelve (12) month period used to determine eligibility for paid benefits shall be determined by looking at the amount of Family or Medical Leave utilized by the employee in the twelve (12) months immediately proceeding the first day of the newly requested leave. After the required period of paid benefits has been exhausted, an employee on approved Family or Medical Leave may only continue insurance coverage by paying the full COBRA rates in effect during the leave.

(b) Employees who are not on approved Family or Medical Leave, as described in 20.3(a), who wish to continue their medical and dental coverage while on an unpaid leave of absence may do so by paying the full COBRA rates in effect during the leave. Requirement for the employee to pay the full COBRA rates shall begin on the first day of the first full calendar month of approved unpaid leave.

(c) Employees on approved unpaid leaves of absence, as described in 20.3(b), who elect not to enroll spouses and family members during the unpaid leave of absence may not re-enroll those dependents following return to work from the leave until the next regular open enrollment period unless allowed otherwise by the carrier. Employees on unpaid leaves of absence are not eligible for life, accidental death and dismemberment or disability insurance.

20.4 The City may interrupt or terminate a leave of absence if it finds the reasons for granting it were misrepresented or no longer exist. Failure to return from leave or to respond to notices from the City will be treated as a resignation.

20.5 Election Days. Employees shall be permitted reasonable time off to vote in any special or general election if their assigned work schedule does not permit them to vote.

20.6 Military Leave. Military leave shall be granted in accordance with Oregon Revised Statutes and federal law.

20.7 Family and Medical Leave. Employees shall be eligible for approved Family and Medical leave in accordance with Oregon Revised Statutes and Federal Statutes.

20.8 Upon request, the City will grant medical leaves of absence due to temporary disability for a maximum of six (6) months beyond the period covered by accrued Medical Leave with acceptable medical verification. Additional leave may be granted subject to the provisions of Article 20.1 regarding maximum length of leaves and job guarantee conditions.

ARTICLE 21 – COMPENSATION

21.1 Effective July 1, 2003, the base rate for all classifications listed in Appendix A shall be increased by two percent (2%) with a corresponding increase in all steps of the salary schedule. In addition, each employee in the bargaining unit on July 1, 2003, will receive a one time payment of one hundred dollars (\$100) in the pay period following execution of the agreement and following the pay period which includes July 1, 2003.

21.2 Effective July 1, 2004, the base rate for all bargaining unit classifications shall be increased by an amount equivalent to the January 2004 US CPI-W, with a minimum of two percent (2%) and a maximum of three percent (3%), with a corresponding increase in all steps of the salary schedule.

21.3 Effective July 1, 2005, the base rate for all bargaining unit classifications shall be increased by an amount equivalent to the January 2005 US CPI-W, with a minimum of two percent (2%) and a maximum of three percent (3%), with a corresponding increase in all steps of the salary schedule.

21.4 Effective July 1, 2006, the base rate for all bargaining unit classifications shall be increased by an amount equivalent to the January 2006 US CPI-W, with a minimum of two percent (2%) and a maximum of three percent (3%), with a corresponding increase in all steps of the salary schedule.

21.5 Payday shall be every other Friday and will not be changed without thirty (30) days' written notice to the employees.

21.6 (a) Employees shall be eligible for step increases after six (6) months of satisfactory service at steps one (1) and two (2). Upon reaching step three (3) an employee shall be eligible for step increases annually until reaching step seven (7). Eligibility dates shall be adjusted due to any unpaid leave of absence.

(b) Employees shall be granted an annual step increase on their eligibility date if the employee is not at the top step of the salary range of his/her classification and provided the employee's overall performance is satisfactory. Employees whose increase may be delayed or denied shall receive timely notice of deficient performance or conduct that could result in an

overall rating of "needs improvement" as defined by the Performance Appraisal form. "Timely" shall be a reasonable amount of time to provide the employee with adequate opportunity to correct the problem but in no event less than seventy-five (75) days in advance of the anniversary date. The notice must be in writing and delineate the specific areas of deficiency, the improvement required and any assistance or support available. The City shall give notification, in writing, of the decision to withhold step increases to an employee at least fifteen (15) days prior to the employee's eligibility date. When the step increase is to be withheld, the reasons shall be given, in writing. At ninety (90) day intervals following the anniversary date, the employee shall be re-evaluated for a step increase. A step increase cannot be delayed if the notice is not timely.

21.7 When an employee is promoted, the employee will be placed at a step in the new range which complies with the intent of minimum five percent (5%) – maximum ten percent (10%) increase or step one (1), whichever is greater. A new salary review date will be established based upon the promotion date and step to which the employee is promoted consistent with salary review dates for new hires.

ARTICLE 22 – SPECIAL ALLOWANCE

22.1 Whenever an employee is authorized to use his/her personal vehicle in performance of official City duties, he/she shall be compensated at the maximum allowable rate under IRS regulations for business travel.

22.2 When employees' duties take them outside the City's jurisdiction, or they are directed to attend an off-premise training course, seminar or similar function, the City agrees to reimburse them for the reasonable cost of necessary lodging and meals.

22.3 Clothing Allowance.

(a) Employees in the following classifications will be eligible for a clothing allowance of up to one hundred fifty dollars (\$150) annually. The allowance will be utilized to purchase approved shirts with a City logo or approved replacement jeans. A vest or other City identification will be worn on the outside of warm clothing when employees are in the field. These items of clothing may be purchased through a vendor mutually selected by the City and Union or through reimbursement for a purchase when a receipt is provided for approved clothing. Employees in these classifications shall be eligible if they work in the field a minimum of fifty percent (50%) of the time. If there is a question of eligibility, the employee shall meet with the supervisor to discuss eligibility.

Facilities Maintenance Technician, Lead
Water Quality and Service Technician
Arborist Technician, Lead
Sign and Marking Technician, Lead
Operations Technician, Lead
Water Distribution Equipment Operator
Water Distribution Technician, Lead

Utility Worker
Mechanic 1, 2, Lead
Landscape Technician
Traffic Signal Maintenance Tech, Lead
Equipment Operator
Inventory Control Technician
Vector Program Coordinator

(b) Employees in the following classifications will be eligible for a clothing allowance of up to seventy-five dollars (\$75) annually. The allowance will be utilized to purchase approved shirts, approved replacement jeans or other approved clothing such as shirts with a City logo, sweatshirts, jackets, vests, etc. These items must be purchased through a vendor mutually selected by the City and Union or through reimbursement for a purchase when a receipt is provided for approved clothing. Employees in these classifications shall be eligible if they work in the field a minimum of fifty percent (50%) of the time. If there is a question of eligibility the employee shall meet with the supervisor to discuss eligibility. Employees in these classifications are not required to wear shirts with a City logo; however, they must wear shirts of approved style which will include long or short sleeve button-up shirts with collar, polo shirts with collar or T-shirts with pockets. Shirts must have no printing, pictures or logos unless small and deemed insignificant by the supervisor. Clothing that is purchased by the City must be worn on the job.

Building Inspector
Plumbing Inspector Lead
Electrical Inspector, Lead
Engineering Construction Inspector Lead
Graphics Technician

Plumbing Inspector
Electrical Inspector
Engineering Technician 1, 2, 3
Engineering Construction Inspector
Cross Connection Inspector

(c) Employees in the following classifications will be considered to meet the requirements for receipt of clothing allowance:

Inventory Control Technician
Facilities Maintenance Technician, Lead

Mechanics 1, 2, 3
Graphics Technician

(d) Approved replacement pants will be blue or black jeans, or brown Carhartts. Other jeans may be worn with the supervisor's approval, but may not be purchased with the clothing allowance.

(e) Employees must utilize their annual clothing allowance to purchase sufficient shirts and jeans to have clothing for work which is clean and in good repair. Once an employee has enough shirts and pants, the clothing allowance may be utilized to purchase other approved clothing such as sweatshirts, jackets, vests, etc., which will have a City logo.

(f) Employees may wear whatever clothing they deem necessary to keep warm as long as it is clean and in good repair. The outer garment worn must be approved clothing and identify the employee as a City of Beaverton employee.

(g) The City may require employees to wear identification per City policy.

(h) Employees who work in the field who wish to wear a hat may wear a baseball hat with City logo which will be provided by the City. These hats may not be worn to replace a hard hat, if wearing a hard hat is more appropriate. These hats will be selected by the Union, subject to approval by management.

(i) The City shall provide an annual allowance for approved shoes or boots of up to seventy five dollars (\$75) receipted costs for employees regularly assigned to positions requiring special footwear suitable for the type of work they do. Employees eligible for both a boot and clothing allowance may combine the total of the two allowances to purchase either boots or approved clothing. The allowance may be used to buy more than one pair of approved work shoes or boots during the fiscal year.

(j) As a condition of receiving clothing allowances, employees shall authorize repayment of the year's allowance on a pro-rata basis by payroll deduction if they leave the City for any reason other than retirement.

(k) The City will provide an approved jacket to employees who are eligible for a clothing allowance under Section 22.3(a). Jackets will be replaced as needed at the City's sole discretion.

22.4 Overtime Meals. If an employee is called to work four (4) or more hours outside of the regular work shift, he/she shall be reimbursed for the cost of breakfast or lunch up to a maximum of seven dollars (\$7) or dinner up to a maximum of ten dollars (\$10). The City shall reimburse the employee for each meal purchased after each four (4) hours of additional work. However, no more than three (3) meals will be given in any twenty-four (24) hour period. No employee shall be reimbursed for the cost of any meals as provided in this section without a receipt for such meals. Any reimbursement will exclude the cost of alcoholic beverages. To be reimbursed, the meal must be for the employee and must be eaten during a meal break or immediately following the additional hours of work.

22.5 Employees in the Library and Operations departments below the level of Library Assistant and Operations Lead classifications shall receive premium pay in the amount of five percent (5%) of salary when assigned responsibility to supervise more than three community service workers. Such premium pay shall only be paid for hours actually spent in supervision.

22.6 The City will pay the fees associated with obtaining and maintaining a DMV/CDL license when required by the City to perform the duties of his or her job excluding the regular driver's license.

22.7 The City will pay the fees associated with maintaining licenses or certifications listed below when required by the City to perform the work of a position. If the listed license or certification is not required at date of hire, the City will pay the fees associated with obtaining it. The licenses and certifications are:

Building Inspector certifications
CDL-A with air brake and tank endorsement
CDL-B with air brake and/or tank endorsement
CDL-B
Certification in fork lift operation
Confined space entry procedures
Cross Connection Inspector
DEQ Fleet Vehicle Emission Inspector License
DEQ Quality Refrigerant Recovery Certificate
IMSA Level 1 & 2 Signs and Markings
Insecticide-Fungicide-Herbicide-Pesticide Licenses
LEDS certification
Limited Maintenance Industrial Electrician
ODOT Flagger
Oregon Health Division Backflow Device Tester
Oregon State Health Division Water Distribution Operator
Professional Land Surveyor
Water Distribution System Operator I

The City may pay for the fees for licenses or certifications not listed if it so chooses, but such choice shall be solely the City's.

ARTICLE 23 – FILLING OF VACANCIES

23.1 Vacancies that are to be filled shall be posted on bulletin boards in each City department for at least ten (10) working days prior to filling.

23.2 Employees who meet the minimum qualifications and submit a written request shall receive an interview for the position.

23.3 Any employee who interviews for a vacant position who is not selected shall, upon request within five (5) working days, be entitled to be informed of the reasons the employee was not selected. Only a refusal to inform the employee will be grievable under this section.

23.4 The following exceptions to the above procedures are agreed:

(a) Vacancies to be filled from within a department and classification shall be posted for five (5) days and only within the department affected. The resulting vacancy will be posted in accordance with Section 23.1.

(b) Recruitments for a given classification may be utilized to fill future vacancies in that classification for up to six (6) months.

ARTICLE 24 – POSITION CLASSIFICATION

24.1 Each position shall be assigned to the appropriate classification on the basis of its authorities, responsibilities and duties. The City shall maintain written descriptions for each classification.

24.2 When a position is reclassified upward, an incumbent who has been performing the higher level duties shall be continued in the position. If a position is reclassified to another classification at a lower range, the incumbent shall be accorded immediate status in the new classification without a change in pay. In such instances, the pay rate will be red circled or frozen until the rate is within the salary range of the lower classification. Employee salaries upon promotion to a higher classification shall be adjusted in accordance with Article 21, Compensation, Section 5.

24.3 In the event the City chooses to reclassify a position, a copy of the proposed new position description will be given to the Union for its review and comments.

24.4 Any classification review will include an opportunity for employee and Union review, comments, and recommendations.

25.5 Negotiations on salaries will begin upon approval of the new classification by the City.

ARTICLE 25 – PERSONNEL RECORDS

25.1 With prior notification to Human Resources, each employee shall have the right to review the contents of his/her own personnel file. At the employee's option, he/she may request to be accompanied by a Union representative of his/her choosing.

25.2 Access to an employee's personnel file shall be limited to only the individual employee involved and/or his/her designated representative, such supervisors and administrators of the City who are assigned to review or place materials therein and Human Resources staff members, provided such access does not conflict with the provisions of ORS 192.500.

25.3 Written material reflecting discredit on the employee for which the employee is not disciplined shall not be placed in the employee's personnel file. The employee shall be required to sign the material to be placed in the employee's personnel file provided the following disclaimer is attached:

(a) "Employee's signature confirms only that the supervisor has given a copy of the material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of this material."

An employee may include an explanatory statement for the personnel file in answer to any reprimand or other form of discipline.

25.4 Written reprimands shall be considered temporary contents of the personnel files and shall be removed no later than two (2) years after the reprimand has been placed in the employee's personnel file, if there are no related problems during that period.

25.5 Material placed in the personnel record of an employee without conforming with the provisions of this Article will not be used by the City in any disciplinary proceeding involving the employee. No portion of an employee's file shall be transmitted without the written consent of the employee except to those authorized within the City, or by order of a competent authority.

25.6 At the request of the employee, all letters and materials of commendation shall become a permanent part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the personnel file.

ARTICLE 26 – DISCIPLINE AND DISCHARGE

26.1 If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. Employees who have completed their initial probationary period may only be disciplined for cause.

26.2 When there is evidence of unsatisfactory performance, the City agrees to verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation. In cases of misconduct, the City may initiate discipline at a step appropriate to the nature of the offense.

(a) Disciplinary actions range from oral or written reprimands to suspension, demotion, delay or denial of step increases, and dismissal depending on the severity of the offense as well as the number and frequency of previous related problems.

(b) The employee may request and shall be granted the right to have a Union representative present during any or all discussions between management and the employee related to potential discipline as defined in (a) above between the City and the employee.

(c) Oral warnings are not grievable.

26.3 The City agrees to furnish the employee and Union a complete statement in writing at the time of the written reprimand, suspension, demotion, salary reduction or dismissal outlining the specific reasons for such action. Such reasons shall not be expanded upon at a later date. All such documents shall be placed in the employee's personnel file after having been signed by the supervisor and the employee. All such documents are subject to the provisions of Article 25, Personnel Records, of this Agreement.

ARTICLE 27 – GRIEVANCE PROCEDURE

27.1 The parties agree that prior to filing a grievance, the employee will attempt to resolve the grievance informally at the lowest level possible. It is agreed that a Union steward may be present at any level of this process. In the event the matter cannot be settled in this fashion, the parties agree that any dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner and shall be the exclusive means for resolving such disputes.

Step 1: The employee and/or Union shall initiate a grievance in writing submitted on an official grievance form (attached as Appendix C or the employee and/or Union may use the official SEIU Grievance Form) to the immediate supervisor within fifteen (15) working days of its occurrence or within fifteen (15) working days of the time the employee or Union has knowledge or by reasonable diligence should have known of the alleged grievance. The written grievance shall contain at least the information required on the official grievance form.

The supervisor shall attempt to resolve the matter and report in writing the decision within ten (10) working days from the date it is submitted to the supervisor. If the grievance is being initiated by employees with more than one supervisor, it may be filed at Step 2 at the option of the employees.

Step 2: If the grievance has not been settled at Step 1, the employee and/or Union shall present the grievance to the designated Department Head within ten (10) working days from the date the response was due or received from the supervisor. The Department Head shall attempt to resolve the matter and report in writing the decision within ten (10) working days from the date it was submitted to the Department Head.

Step 3: If the grievance has not been settled at Step 2, the employee and/or Union shall present the grievance to the Mayor or Mayor's designee within ten (10) working days from the date the Department Head's response was due or received. The Mayor or designee shall attempt to resolve the grievance and report in writing the decision within ten (10) working days from the date it is submitted.

Step 4: If the grievance is not settled at Step 3, the Union shall file a notice of intent to arbitrate the grievance with the Human Resources Director within ten (10) working days of the date the decision of the Mayor or designee is due or received. Within ten (10) working days of filing the notice of intent to arbitrate, the parties shall select an arbitrator by the method of alternately striking names from the panel of arbitrators the parties have previously selected pursuant to Article 27.2. The Union shall strike the first name, the City shall strike the second name and so on, with the exception of disciplinary cases wherein the order of striking names shall be reversed, with the remaining person being the arbitrator. If the selected arbitrator is not able to schedule the hearing within ninety (90) days of being notified of his/her selection, the parties may mutually agree to select an alternate arbitrator from the panel.

27.2 Following execution of this agreement, the Union and the City shall meet to mutually agree upon a list of five (5) arbitrators who shall serve as the selection pool of arbitrators during the life of this agreement.

The arbitrator shall set a hearing date and shall render a decision within thirty (30) calendar days of the hearing. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall only consider the facts presented to the arbitrator and the arbitrator shall have no authority to add to, subtract from, ignore or amend the express terms of this Agreement or to interpret and apply any provision of law other than ORS Chapter 243 as he/she may believe relevant to the issue presented. The decision of the arbitrator shall be final and binding on both parties.

The cost of the arbitrator shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to arbitration.

27.3 Any time limits specified in the grievance procedure may be waived or extended by mutual written consent of the parties. The Union's or employee's failure to submit the grievance in accordance with these limits without such waiver shall constitute abandonment of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Union or employee that the matter has been resolved.

27.4 Resolution of a grievance at any step of the procedure shall be final and binding upon the City, the Union and the affected employees.

27.5 The arbitration shall be limited to the specific issues raised in the written grievance filed by the employee or the Union and any other specific issues raised at the steps in the grievance process.

ARTICLE 28 – SAVINGS CLAUSE

28.1 Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof directly specified in the decision. Upon the issuance of a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidation or portion thereof.

28.2 In the event of a conflict between the provisions of this Agreement and the Personnel Policies of the City of Beaverton, the provisions of this Agreement shall be deemed controlling. If a subject is not addressed by this Agreement, the Personnel Policies of the City of Beaverton shall be controlling. Prior to implementing a change in a personnel policy or implementing a new personnel policy, the City will send a copy to the Union for review and comment. If no comment is received within ten (10) working days, the policy will be implemented. Policies will be distributed to supervisors with instructions to pass along to their employees to read.

ARTICLE 29 – BULLETIN BOARDS

The Union shall be allowed bulletin board space in convenient places to be used in communicating with employees. All materials placed there shall be identified as Union materials.

ARTICLE 30 – INCLEMENT CONDITIONS

30.1 When, in the judgment of the City, weather conditions require the closing or curtailing of City offices after the employee reports to work, the employee shall be paid for the remainder of the employee's work shift. Employees who are unable to reach their work location prior to its closure, and who do arrive and report their arrival to any supervisor, shall be paid for the remainder of the shift. In the event that some employees in a department are sent home due to inclement weather conditions and others are instructed to remain and continue to work, those employees remaining on duty will be credited with compensatory time off on a one to one basis for hours worked after other employees were sent home.

30.2 If weather conditions become hazardous, the employee may go home prior to the end of the employee's work shift, after notifying and receiving approval from the employee's supervisor or designee.

30.3 The City may notify employees not to report to work prior to the beginning of the work shift because of inclement weather or hazardous conditions.

30.4 When extreme weather conditions make coming to work dangerous, employees may choose not to report to work, providing they provide timely notice to their supervisor.

30.5 Employees who do not work pursuant to the provisions of Sections 2, 3 and 4 of this Article shall be authorized to make up the time or use accrued PTO leave, compensatory time, or leave without pay. If an employee wishes to make up time, the employee may do so during the current pay period or the following pay period.

30.6 When employees miss work due to inclement conditions, the department will schedule a make-up that is mutually agreed between employees and their supervisors unless the City is unable to provide make-up work. In no instance will time worked during any make-up period result in overtime or compensatory time being charged to the City. If an employee fails to work the scheduled make-up time, as scheduled, then the right to make up the lost time is forfeited.

ARTICLE 31 – LAYOFF

31.1 Bargaining unit employees shall not be laid off if the City is using temporary employees to do their work. Temporary employees will not be utilized to do the work of bargaining unit employees on the layoff list.

31.2 A layoff is defined as a separation from the City due to an elimination of positions or a reduction in hours from full time to .8 FTE or less (32 hours). An employee shall be given written notice of layoff or pay in lieu of notice at least fifteen (15) calendar days before the effective date, stating the reasons for the layoffs, and the options the employee has. The employee shall have five (5) working days from the receipt of the layoff letter to notify the City of the employee's option. A copy of the layoff letter shall also be forwarded to the Union. The City shall meet with the Union to discuss alternatives to layoff.

31.3 The layoff procedure shall occur in the following manner:

(a) The City shall notify, in writing, all affected employees of the employee's seniority and the employee's contractual rights. The City shall notify the Union of the seniority of all employees in all affected positions in writing.

(b) The City shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. If the City selects positions occupied by employees who have greater seniority than other employees with the same classification in a department, the City shall meet with the Union to discuss its decision. Issues to be discussed in such a meeting include (but are not limited to) seniority, overall attendance, and overall job performance. An employee who is notified of layoff shall have the following options:

1. Accept the layoff or reduction in hours.
2. Request assignment to a vacant position within the City for which he/she possesses the necessary qualifications.
3. Displace the employee with the lowest seniority in the same classification in the department if the employee is qualified for that position. Engineering Technicians in the Community Development Department (CDD) or Engineering Department will be allowed to replace the employee with the lowest seniority in the same classification in either of these departments as long as they are qualified for the position. Qualified means the employee can pass or has passed the test new hires must pass to be considered for the position.
4. Displace the employee with the lowest seniority in a classification with a lower pay range in the department if the employee is qualified for that position. Engineering Technicians in the Community Development Department (CDD) or Engineering Department will be allowed to replace the employee with the lowest seniority in a lower pay range in either of these departments as long as they are qualified for the position. Qualified means the employee can pass or has passed the test new hires must pass to be considered for the position.
5. Displace the employee with the lowest seniority in a classification in the same department in which the employee has prior service. If a Court Clerk, Sr. Court Clerk, Support Specialist 1, Support Specialist 2, Support Specialist 3, Accounting Assistant or Accounting Specialist has been tested and is certified as meeting the qualifications for any other classification in this list, the employee will be considered to have met the prior service requirement for that classification in the department.

Displaced employees shall be allowed to select option 1 through 3 above. If there is no position available via those options the employee may select either option 4 or 5.

(c) For the purpose of this Article, "departments" shall be considered to be:

1. Operations & Maintenance
2. Community Development
3. Engineering
4. Finance, Information Systems
5. Mayor's Office and Programs
6. Library
7. Police
8. Human Resources/Municipal Court
9. City Attorney

31.4 Employees who displace an employee in a lower classification shall go to the step closest to their current salary.

31.5 Ties in seniority shall be broken by date of application. If a tie still exists, it shall be broken by lot.

31.6 Layoff Lists. Names of regular employees of the City who have been laid off or who have demoted in-lieu-of layoff shall be placed on layoff lists in seniority order established by the classification from which the employee was laid off or demoted in-lieu-of layoff.

31.7 Recall. Employees who are on the layoff list by classification shall be recalled to available vacancies in seniority order beginning with the employee with the highest seniority. If the position is not filled in that manner, it shall be offered in seniority order to other employees on layoff lists for classifications with higher salary ranges. Such employees must be qualified to perform those duties. Laid off employees will be required to provide the City with a current address in order to eligible for recall. Laid off employees will have five (5) calendar days from receipt of an offer of recall to accept or reject the offer.

If an employee is offered a position from the layoff list, the employee shall have one (1) right of refusal. Upon a second refusal, however, the employee's name will be removed from the layoff list. With the exception of these rights of refusal, an employee's name shall remain on the layoff list for two (2) years.

31.8 Length of service for seniority shall be defined per Article 7, Seniority. Effective July 1, 1993, seniority for part-time employees for layoff purposes is based on the FTE of the position.

ARTICLE 32 – CONTRACTING OUT

32.1 The City agrees to give the Union and its Local President timely notice it is considering subcontracting out work that would result in displacement or layoff of bargaining unit employees.

32.2 Upon notifying the Union, the City shall meet with the Union to provide available information and the reasons the City is considering subcontracting out the work.

32.3 The Union shall notify the City whether it intends to prepare a proposal to retain the work within five (5) calendar days.

32.4 If the Union intends to retain the work, the affected employee(s), affected supervisors, Department Head, and Union representative shall meet to prepare a proposal to retain the work. The initial meeting may be on work time.

32.5 The proposal shall be presented to the City within twenty (20) calendar days of the Union's notice that it wishes to retain the work.

32.6 The City shall meet and discuss the proposal with the Union. If the City determines to contract the work, it shall give the Union a "last chance" to amend its proposal in order to retain the work. Such amended proposal must be submitted within five (5) calendar days.

32.7 Nothing in this section shall be construed to compel the City to fill vacant positions.

32.8 Any dispute regarding the interpretation of this Article shall be referred to mediation. Any dispute that cannot be resolved by mediation may be submitted to the Employment Relations Board.

32.9 Should any full-time bargaining unit member become displaced as a result of contracting out, the City and the Union shall meet to discuss the effect on bargaining unit members.

32.10 If the City makes a decision to contract out, employees displaced by that decision shall be afforded the rights described in Article 31, Layoff.

ARTICLE 33 – TERM AND TERMINATION

33.1 This Agreement shall be effective as of the 1st day of July, 2003, and shall remain in full force and effect through and including the 30th day of June, 2007.

Notice of intent to open the contract to negotiate a successor agreement shall be made in writing to the other party by November 15, 2006. The parties shall meet to mutually exchange proposals no later than January 5, 2007, unless the parties mutually agree to an expedited bargaining procedure. The parties acknowledge that the City may not be able to make economic proposals until the end of April, 2007. This Agreement shall remain in full force and effect during the period of any negotiating process, except that the parties may avail themselves of the dispute

resolution process as provided by ORS 243.696-736, notwithstanding Article 6 of this Agreement.

33.2 This Agreement supersedes all prior Collective Bargaining Agreements and Letters of Agreement negotiated between the Union and the City.

ARTICLE 34 – SUBSTANCE ABUSE POLICY

34.1 The parties agree that it is the responsibility of all public employees to work diligently to ensure a drug free workplace. Both parties encourage the voluntary admission of chemical dependency and place strong emphasis on rehabilitation as opposed to punitive action. All employees are encouraged to use the Employee Assistance Program (EAP) and to seek treatment whenever they suspect that they might have a substance abuse problem.

34.2 A supervisor who identifies declining job performance or erratic on-the-job performance shall proceed as follows:

- (a) Document incidents of the poor or erratic performance, and
- (b) Meet and discuss these incidents with the employee. The employee shall be informed of his/her right to Union representation at the meeting. The supervisor shall inform the employee that continued declining or erratic job performance will result in the employee being required to seek a confidential assessment from the City's Employee Assistance Program (EAP). If the supervisor continues to identify declining job performance or erratic on-the-job performance on the part of the employee, the supervisor will require the employee to seek a confidential assessment from the EAP. The EAP will not disclose to anyone at the City the nature of any personal problem or substance abuse problem the employee may have, but will inform the Human Resources Director if it has recommended counseling or treatment. The employee must follow the recommendations of the EAP counselor. The EAP or counselor will periodically report to the Human Resources Director whether the employee is complying with the recommended counseling or treatment.

34.3 Testing for non-DOT regulated employees.

- (a) If an employee's supervisor or other management representative has a reasonable suspicion that an employee is under the influence of alcohol or drugs on the job or in the City vehicles or equipment, the employee may be asked to submit to discovery testing including a urinalysis, blood screen or breath testing device to identify any involvement with drugs or alcohol. Reasonable suspicion is a belief based on objective and specific articulable facts sufficient to lead a reasonable person to suspect that an employee has consumed or is under the influence of drugs or alcohol such that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his/her job safely is reduced. Such articulable facts or circumstances could include appearance, behavior, speech, an abrupt change in the pattern of conduct, or the employee's involvement in an accident which results in physical injury or property damage and which includes other bases for reasonable suspicion.

(b) In the event an employee believes his/her supervisor or other management employee is in violation of this policy, the employee shall go to the next level of supervisor or the Human Resources Director.

(c) Prior to requiring any employee to submit to reasonable suspicion discovery testing, the supervisor or other management representative shall obtain the approval of the Human Resources Director or the Mayor, or their designees, provided that any designee of the Human Resources Director or the Mayor shall not be from the same department as the supervisor or management representative. The employee will be informed of the right to have a Union representative present when he/she is told that he/she must submit to discovery testing. If the employee elects to have Union representation, the employee's representative shall have the same rights as in a disciplinary investigation. Because of the nature of the tests, a specific Union representative may not be requested if he/she is not readily available.

(d) When testing for reasonable suspicion is requested, the employee will immediately be taken by a supervisor to the certified testing laboratory used by the City for DOT required testing. At this testing laboratory, a urine sample, blood sample or breath sample will be collected utilizing the collection procedures adopted by the laboratory. If the testing is based on reasonable suspicion, and if the employee so requests, he/she may be accompanied to the testing laboratory by a Union representative. Employees who submit to discovery testing will be required to sign the testing laboratory's consent form.

(e) Negative samples that have been collected and tested will be stored for five (5) days. Positive samples that have been collected and tested will be frozen and stored for thirty (30) days (or longer at the discretion of the laboratory) for the purpose of a re-test should one be required. Positive samples will be stored longer upon written request to the laboratory by the City, the Union, or the employee being tested. Any costs of additional storage will be paid by the requesting party. Such requests will be made prior to the expiration of the thirty (30) day period.

(f) Any employee will be deemed to have tested positive when testing results from a urine, blood or breath test indicate that controlled substances or alcohol are present at or above established DOT minimum standards. Any other drug determined by the Medical Review Officer to be necessary to test for will be tested with the federally adopted standards used to determine if the employee is under the influence.

(g) In any instance where testing has been authorized as stated in subsection (c) of Section 34.3, the first refusal by an employee to take the test will result in a suspension of ten (10) full working days. In the event of a second occurrence where testing has been authorized and the employee refuses the employee will be terminated. The severity of the penalty is to assure that individuals have an incentive to enter the counseling and rehabilitation program as defined by this policy.

34.4 When a positive test indicates the employee is under the influence of controlled substances, the City will require the employee to receive immediate counseling from the EAP. The employee will be required to follow the recommendations of the EAP counselor in regard to treatment. In the case that the employee is required to be tested to be in compliance with EAP

recommendations, the EAP may only report to the City whether the employee "DID" or "DID NOT" comply with the EAP recommendations. Payment for long term in-house treatment or any other treatment programs will be covered subject to the terms of the insurance benefit program in effect at the time.

34.5 Employees who successfully complete treatment, submit the appropriately signed release form and sign a "Return to Work Agreement Form" (Appendix B) will be returned to their former position. The return to work agreement will have a term of two years during which the employee's continued employment is contingent upon compliance with the stated terms and conditions of the return to work agreement. An employee who violates the terms of the return to work agreement will be terminated.

34.6 Employees who have undergone treatment, and successfully fulfilled the terms of the return to work agreement will be considered to be recovering and any record of treatment will be removed from their personnel files. One subsequent dependency problem will be treated as a first occurrence subject to the treatment and return to work sections of this policy. Any subsequent dependency problems can result in termination of employment.

34.7 An employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so in complete confidence and without jeopardizing his/her employment with the City, if such request is received prior to termination taken as a result of violation of this policy. The discontinuation of any involvement with drugs and alcohol is an essential requisite for participation in any treatment program.

34.8 In the event an employee is required to submit to reasonable suspicion discovery testing, and the test is negative, the City shall pay the employee two hundred dollars (\$200) as compensation for taking the test. If the test was administered in a timely manner, the City shall also provide the employee with a written apology. In addition, any work time missed as a result of waiting for test results shall be charged to administrative leave.

34.9 Training. Upon implementation of this Article, the City shall provide training to employees on substance abuse, substance abuse detection, intervention and treatment. This training will be provided by the EAP or other qualified provider.

34.10 There shall be no discovery testing of bargaining unit members for promotions to positions within the bargaining unit. However, testing may occur for promotions outside the bargaining unit.

34.11 DOT Drug & Alcohol Testing.

(a) Employees who are in positions in classifications which require incumbents to hold a current Commercial Driver's License (CDL) are subject to random drug and alcohol testing.

(b) The testing will conform to the requirements of the DOT and the testing laboratory.

(c) Employees who are involved in accidents are subject to drug and alcohol testing if the accident results in a citation or a fatality.

(d) An employee will be subject to drug and alcohol testing based on reasonable suspicion as observed by a supervisor who has received the required DOT training.

(e) If an employee is found to exceed the drug or alcohol levels established by the DOT, the employee will be subject to the requirements of contract Article 34, Substance Abuse Policy, specifically sections 34.4 – 34.6 unless otherwise required by the terms of the DOT regulations.

(f) If an employee tests for alcohol between .02 and .039, the employee will be removed from safety sensitive functions and will be placed on PTO leave, subject to the employee's leave balance. The employee will be subject to one random drug and alcohol test within the three months following the date of the first test. If the employee tests negative, the employee will be considered as any other employee for random drug and alcohol testing. If the employee tests positive on this second, consecutive test, the employee will be required to be assessed through the employee assistance program. The results of the assessment will be confidential between the employee and the employee assistance program. The time spent going through the assessment and travel to and from the appointment, up to a maximum of two (2) hours, will be paid as administrative leave. The employee will be subject to one random drug and alcohol test during the three months following the second consecutive positive test of .02. to .039. If the employee again tests between .02 and .039 at the next random test, the employee will be subject to the requirements of contract Article 34, Substance Abuse Policy, specifically sections 34.5 – 34.7. If an employee is subject to this random testing procedure and is selected for random testing under the normal procedure, the employee will be considered to have met the random testing requirements of this procedure.

(g) If an employee is picked to be tested, the employee will be eligible to utilize a City vehicle if one is available for such purpose or for mileage reimbursement for travel to and from the testing facility as if he or she were attending a City sponsored meeting.

(h) If a positive test result is later found to be negative and the employee used accrued leave when removed from a safety sensitive function, the employee's leave accrual balance will be restored.

ARTICLE 35 – HEALTH AND SAFETY

35.1 The City recognizes its responsibility to provide a safe working environment for its employees. To that end, the City has established a City of Beaverton Safety Committee whose membership is made up of an equal number of employer and employee representatives. Employee representatives from Operations and Maintenance, Library, Administration, Community Development and Engineering areas will be elected by the represented employees from each area.

35.2 All meetings of the Safety Committee shall be open to any City employee. Employees in attendance may participate in discussions of safety issues with approval of a majority of the members of the Safety Committee members present at the meeting.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date written below:

SERVICE EMPLOYEES INTERNATIONAL UNION, Local 503 CITY OF BEAVERTON

By _____
Alice L. Dale, Executive Director

By _____
Rob Drake, Mayor

By _____
Tim Haner, President

By _____
Sandra Miller, Human Resources Director

By _____
Lane Tonesmeier, SEIU

By _____
Barbara Huson

By _____
David Haas

By _____
Patrick O'Claire

By _____
Mark Richard

By _____
Tom Ramisch

By _____
Kristin Fidler

By _____
Craig Crawford

Date _____

Date _____

LETTER OF AGREEMENT – WELLNESS COMMITTEE

The City and the Union commit themselves equally to encouraging employees to adopt healthy lifestyles. To that end, a Wellness Committee shall be established by the City. The Committee will have a membership of three SEIU represented employees, three Beaverton Police Association represented employees and three management employees. The Wellness Committee shall meet at least quarterly and shall develop proposals for programs which encourage health and help contain rising medical costs. The Committee shall review the City's health insurance program at least annually and make recommendations to encourage health and reduce cost increases. The Committee may review the benefit structure of the current health insurance programs to develop recommendations for changes.

FOR THE UNION

FOR THE CITY

Date

Date

LETTER OF AGREEMENT – LABOR MANGEMENT COMMITTEES

Labor/Management Committees

Library: The City and the Union have jointly established a labor/management committee for on-going discussions of Library issues. Such issues would include, at a minimum, work processes, process improvements and working conditions. The Committee shall continue to meet at least quarterly.

Operations: The City and the Union agree to establish a joint labor/management committee to discuss issues at Operations. Such discussions would include, at a minimum, work processes, process improvements and working conditions. The Committee shall be made up of four labor representatives and four management representatives. The Committee shall meet at least monthly for the first six months and then quarterly or at whatever frequency is jointly determined. Any training or process development for the Committee shall be mutually agreed to.

FOR THE UNION

FOR THE CITY

Date

Date

LETTER OF AGREEMENT – MARKET FACTOR

The parties to this Agreement have agreed to add a market factor to the following classifications effective July 1, 2003:

Building Inspector (\$0.92/hr. step7)	Plans Examiner I (\$0.90/hr. step 7)
Computer Services Tech. (\$0.70/hr. step 7)	GIS Specialist (\$0.70/hr. step 7)
Computer Services Tech. Lead (\$0.70/hr. step 7)	

The parties agree to retain the current market factor adjustment without further increase for the Electrical Inspector, Electrical Inspector Lead, Plumbing Inspector and Plumbing Inspector Lead classifications for fiscal year 2003-04. These classifications will be eligible for future market factor review based on the results of the annual market factor survey.

The market factor will be added to the June 30, 2003 salary range before the July 1, 2003, fiscal increase is calculated. The market factor will be reviewed annually to determine if it should be increased, decreased or eliminated effective July 1, 2004, July 1, 2005 and July 1, 2006.

To determine if a market factor is warranted, the City will conduct a survey of the jurisdictions listed below. The current salary for comparable classifications in those jurisdictions will be used to develop a 50th percentile and a market average. The hourly rates for the above listed classifications will be adjusted to the market average or 50th percentile, whichever is greater. The newly adjusted rate will be used to apply the negotiated fiscal increase to be effective July 1, 2004, July 1, 2005 and July 1, 2006.

If there are fewer than seven total matches (as determined by Human Resources staff) with at least five of those being from the primary labor market group, the data will not be sufficient to warrant a market factor adjustment. If the Inspector classifications have sufficient data to warrant a market factor adjustment, the Lead classifications will be reviewed to ensure that there is a minimum 7.5% differential, or the current differential, whichever is less.

Survey Jurisdictions

<u>Primary</u>	<u>Secondary</u>	
Albany	Clackamas County	Clark County
Corvallis	Multnomah County	Portland
Eugene	Tualatin	State of Oregon
Gresham	METRO	Vancouver
Hillsboro	Port of Portland	Tri-Met
Lake Oswego	Tualatin Valley Fire District	Tualatin Hills Parks & Recreation
Medford	Unified Sewerage Agency	Tualatin Valley Water District
Salem		
Springfield		
Tigard		
Washington County		

Effective July 1, 2003, the Utility Worker classification will be moved to salary grade three (3).
The Utility Worker classification will not be included in the annual market factor survey.

FOR THE UNION

FOR THE CITY

DATE

DATE

APPENDIX A

Accounting Assistant
Accounting Specialist
Arborist Lead
Arborist Technician
Assistant Planner
Associate Planner
Building Inspector
Code Services Assistant
Computer Service Tech – Lead
Computer Service Technician
Court Clerk
Court Systems Specialist
Cross Connection Inspector
Electrical Inspector
Electrical Inspector – Lead
Eng Const Inspector – Lead
Eng Construction Inspector
Engineering Technician 1
Engineering Technician 2
Engineering Technician 3
Equipment Operator
Facilities Maintenance Lead
Facilities Maintenance Tech
GIS Analyst
GIS Specialist
Graphics Technician
Inventory Control Technician
Landscape Technician
Librarian
Library Aide 1
Library Aide 2
Library Assistant
Library Reference Assistant
Mechanic 1
Mechanic 2
Mechanic Lead
Operations Lead
Operations Technician
Planning Technician
Plans Examiner 1
Plans Reviewer – Engineering
Plumbing Inspector
Plumbing Inspector – Lead
Program Coordinator – Mediation Services
Senior Court Clerk
Sign and Marking Lead
Sign and Marking Technician
Street Systems Technician
Support Specialist 1
Support Specialist 2
Support Specialist 3
Surveyor (PLS)
Traffic Signal Maintenance Lead
Traffic Signal Maintenance Technician
Utility Worker
Vector Program Coordinator
Waste Reduction Program Coordinator
Water Distribution Equip Operator
Water Distribution Lead
Water Distribution Technician
Water Quality and Service Tech

APPENDIX B
City of Beaverton
Service Employees International Union, Local 503
Return to Work Agreement Form

As a result of identification of your drug [] alcohol [] usage through the administration of the City of Beaverton/Service Employees International Union, Local 503 Substance Abuse Agreement, your employment status has been reviewed. In lieu of termination of your employment, the City is prepared to allow you to continue in its employment provided that you meet and continue to satisfy the following conditions over a two year (24 months) period:

1. You must report for an appropriate work assignment promptly upon completion of your rehabilitation program.
2. During the course of this agreement you must promptly comply with any City request for drug testing on a random basis.
3. You must reconfirm your commitment to comply with all aspects of the City/SEIU Substance Abuse Agreement and to refrain from the use of drugs or alcohol as per the agreement.
4. You must agree to complete any follow-up program or treatment which is deemed necessary by the rehabilitation counselors, approved by the City.
5. You must cooperate with the City in disclosing information concerning your progress in and completion of required rehabilitation program and follow-up treatments.

It is our expectation that you will accept these conditions as well as all other standards of performance and conduct which are now effective or may become effective at the City of Beaverton. If you are prepared to do so, you must sign below. If you do not sign OR if you violate any other terms listed above, you will be terminated.

I have read and understand the conditions set forth above and agree to accept them. I also recognize that the City and SEIU reserve the right to revise its Substance Abuse Policy as it deems appropriate and pledge my commitment to fully comply with the City's efforts to make its workplace safer and more productive through the enforcement of its Policy.

Employee Signature

SEIU Representative (if applicable)

Date

Date